

## ORDINANCE C-07-14

### AN ORDINANCE TO AUTHORIZE THE PURCHASE OF 4126 HAUGHN ROAD AND APPROPRIATE \$360,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, the property located at 4126 Haughn Road, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000780-00; and

WHEREAS, the Property is also known as the A.G. Grant Homestead and was built around 1840; and

WHEREAS, the Property was listed on the United States National Register of Historic Places in 1998; and

WHEREAS, this purchase will enable the City to preserve the historical nature of the Property;

WHEREAS, the Property is approximately 1.873 acres and is currently zoned for multi-family housing; and

WHEREAS, the City recently had the Property appraised at \$400,000.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. Council hereby authorizes the purchase of the property located at 4126 Haughn Road as set forth in Exhibit "A".

SECTION 2. There is hereby appropriated \$360,000.00 from the unappropriated monies of the General Fund to account #100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 3. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Passed: 03-17-14

Effective: 03-17-14

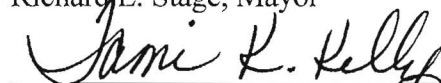
Attest:


I certify that this ordinance is correct as to form.

I certify that there is money in the treasury, or is in the process of collection to pay the within ordinance.

  
Ted A. Berry, President of Council

  
Richard L. Stage, Mayor

  
Tami K. Kelly, MMC, Clerk of Council

  
Stephen J. Smith, Director of Law

  
Michael A. Turner, Director of Finance

C-07-14

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into on the \_\_\_\_ day of January, 2014 (the "Effective Date"), by and between **RUTH V. JIVIDEN** ("Seller"), an unmarried individual, whose address is 4124 Haughn Road, Grove City, Ohio 43123, and **THE CITY OF GROVE CITY, OHIO**, an Ohio municipal corporation ("Buyer"), whose address is 4035 Broadway, Grove City, Ohio 43123.

### Background Information

WHEREAS, Seller is the owner of a certain tract of improved real property located at 4124 Haughn Road, Grove City, Ohio, 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000780-00, containing approximately 1.804 acres and being legally described on Exhibit "A", attached hereto and made a part hereof (said real property, together with all improvements, appurtenances and hereditaments thereto, shall be referred to as the "Property").

WHEREAS, the Seller and Buyer are interested in preserving the historical building and other features on the Property; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

### ARTICLE I PURCHASE AND SALE OF REAL PROPERTY

1.01 Agreement. On the terms and conditions set forth below, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property.

### ARTICLE II PURCHASE PRICE

2.01 Amount of Purchase Price. The purchase price for the Property shall be Three Hundred and Fifty Thousand Dollars (\$350,000.00), payable to Seller and deposited into an escrow account at Closing, by cashier's check or wire transfer, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein. The Purchase Price includes the cost of the real property and fixtures.

The Purchase Price shall be paid into an escrow account, established by mutual agreement of the Parties, and Seller and/or agent may only withdraw the funds from the escrow account to be used to pay for medical expenses, nursing and/or home care, and any costs associated with assisted living.

The Purchase Price shall be available and accessible in the escrow account to Seller during her lifetime solely for the purposes set forth herein. In the event that Seller dies prior to expending all of the funds in the escrow account, the remaining funds shall be distributed as follows: Two Hundred Thousand Dollars (\$200,000.00) shall be divided equally between Four (4) charities and the remaining funds shall be returned to the Buyer. If the funds remaining at the time of Seller's death are below Two Hundred Thousand Dollars (\$200,000.00) an equal prorated amount shall be gifted to the Four (4) charities determined herein, which include St. John's Evangelical Lutheran Church, Grove City, Ohio, Children's Hospital, Columbus, Ohio, St. Jude Children's Research Hospital Memphis Tennessee, and Pilot Dogs, Inc. of Columbus, Ohio.

In addition to the Purchase Price, Buyer shall be responsible for paying the Seller's attorney fees, up to a maximum of Ten Thousand Dollars (\$10,000.00), relating to the purchase of the Property, including prior negotiations beginning July 21, 2009. Payment of the Seller's attorney fees shall be done at closing. Following closing of the Property, Buyer shall have no further responsibility regarding Seller's attorney fees.

The Parties acknowledge and agree that nothing in this Agreement shall be construed to create a relationship between Buyer and Seller with regard to her care and expenses, including but not limited to medical expenses, nursing and/or home care, and any costs associated with assisted living. Other than the payment of the Purchase Price into the escrow account, the Buyer shall have absolutely no responsibility whatsoever to provide care or financial assistance to Seller during her lifetime for any reason whatsoever.

Seller shall also provide Buyer a list of items that will be donated to the City.

The Seller is requesting that a plaque be placed on the property that will recognize the home as "The Grant-Sawyer Home".

### ARTICLE III CONTINGENCIES

3.01 Contingent Agreement. This Agreement shall be completely contingent upon Buyer's satisfaction or waiver of the contingencies set forth in Section 3.02 below (the "Contingencies"), on or before the Closing Date, as hereinafter defined.

3.02 Contingencies. The Contingencies are as follows:

- (a) Buyer shall obtain, or satisfy itself that it can obtain, any and all easements benefiting the Property, or the cancellation of any and all easements encumbering the Property, which may be necessary or desirable for Buyer's proposed use and development of the Property;
- (b) Buyer shall satisfy itself, in its sole discretion, as to the environmental condition of the Property; and

- (c) Buyer shall obtain the approval of the City Council of the City of Grove City regarding the terms of this Agreement and the transaction contemplated hereby.

3.03 Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the Closing Date, Buyer gives to Seller notice of Buyer's failure to satisfy the Contingencies. Upon delivery of such notice, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder.

#### ARTICLE IV SUBMISSION MATERIALS

4.01 Seller's Cooperation. Seller shall, within five (5) days after the Effective Date, submit to Buyer the following information and/or materials for use by Buyer in preparation for the purchase of the Property, if available and in Seller's possession:

- (a) A copy of prior surveys, environmental assessments, title policies, structural and engineering reports, construction drawings and similar types of records concerning the Property;
- (b) Appraisals or market studies obtained by Seller for the Property in the last two (2) years;
- (c) The most recent real estate tax bill; and
- (d) All agreements relating to the Property, including any leases, executory contracts, purchase options or rights of first refusal or tax abatement or similar arrangements.

Seller hereby agrees to cooperate with Buyer in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto.

All materials provided to Buyer pursuant to this Article IV shall be deemed confidential. If this transaction is not closed in accordance with the terms hereof, such materials shall be returned to Seller upon demand.

#### ARTICLE V EVIDENCE OF TITLE

5.01 Title Commitment. Within ten (10) days after the Effective Date, Buyer shall obtain, pay for, and provide to Buyer an ALTA Commitment for Title Insurance (1966) (the "Title Commitment") issued by Stewart Title Company, through its agent, Julie Ross (the "Title Insurance Company"), certified to at least the Effective Date of this Agreement, in the full amount of the purchase price, showing in Seller good and marketable title to the Property, free and clear of the

standard printed exceptions contained in Schedule B of said commitment and final policy, and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (a) Those created or assumed by Buyer;
- (b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's intended use of the Property;
- (c) Real estate taxes which are a lien on the Property but which are not yet due and payable; and
- (d) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's intended use of the Property.

The Title Commitment shall fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property, and shall provide insurance coverage in respect to all of such appurtenant rights. The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which may affect the Property.

5.02 Endorsement at Closing. At the Closing, Buyer shall be permitted to obtain endorsements to the Title Commitment updating it and showing no change in the state of the title to the Property. After Closing, a final owner's title insurance policy shall be issued in the amount of the purchase price. The entire cost of all commitments and final title insurance policies provided in accordance with this Agreement, and all costs of title examinations made for such purposes, shall be paid for in accordance with the terms of Section 9.01.

5.03 Survey. Buyer may, at its sole cost and expense, obtain a current ALTA survey of the Property, prepared by a surveyor registered in the State of Ohio (the "Survey"). The Survey shall include a legal description of the Property and shall be certified by the surveyor to Buyer and the Title Insurance Company. Subject to the approval of the Title Insurance Company, the legal description set forth on the Survey shall be used in the Title Commitment and policy and in all documents of transfer contemplated hereby. The Survey shall be sufficient to waive or insure over any and all questions or survey. The Survey shall show: (a) the Property is not subject to any discrepancies, conflicts in boundaries, shortages in area, nor subject to any encroachments of any kind; (b) total acreage of the Property, all perimeter lines, all easements and rights-of-way (whether underground, surface or other and whether recorded or observable by physical inspection) for access, travel, transmission of energy or for drainage purposes; and (c) all roads or highways abutting the Property or providing access thereto, and all adjacent landowners.

5.04 Defects. In the event that an examination of either the Title Commitment (including any endorsements) or the Survey furnished hereunder discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown

by the Survey (the foregoing collectively referred to as "Defects"), Buyer shall, within ten (10) days after Buyer's receipt of the Survey and the Title Commitment, notify Seller thereof and Seller shall have a reasonable time, not to exceed thirty (30) days after written notice thereof, within which to cure or remove any such Defects. If Seller is unable to cure or remove the Defects within said thirty (30) day period, Seller shall immediately give notice thereof and Buyer shall have ten (10) days after receipt of such notice within which to make its election to either (a) to accept title to the Property subject to such Defects; or (b) withdraw from this transaction and terminate this Agreement, in which event both parties shall be released from liability hereunder.

## ARTICLE VI DEED AND OTHER DOCUMENTS

6.01 General Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5.01 hereof.

6.02 Other Documents. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to, a closing statement, Seller's affidavit regarding liens, unrecorded matters and possession, any documents reasonably requested by the Title Insurance Company, and, if requested, Seller's affidavit regarding the warranties and representations set forth in Article X hereof.

## ARTICLE VII CLOSING

7.01 Closing Date. The purchase and sale of the Property shall be closed (the "Closing") within thirty (30) days after the later to occur of (i) the Effective Date or (ii) the date on which Seller cures or Buyer waives any and all Defects pursuant to Section 5.04, if any (the "Closing Date"), which Closing Date may be extended by mutual agreement of the parties. The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

## ARTICLE VIII CHARACTER OF THE PROPERTY

8.01 Possession. Seller shall be entitled to remain in possession of the Property during her lifetime after the Closing Date (the "Lease Period"), provided that Seller has executed the Lease Agreement, attached hereto as Exhibit "B" and hereby made a part hereof, on or before the Closing Date. Seller's occupation of the Property during the Lease Period shall be in accordance with the terms of the Lease Agreement.

## ARTICLE IX APPORTIONMENTS AND ADJUSTMENTS



9.01 Adjustments at Closing. On the Closing Date, Buyer and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

(a) Real Estate Taxes and Assessments. Buyer shall be responsible for the real estate taxes due and payable for tax year 2013. Seller warrants and represents that no real estate taxes are delinquent and/or outstanding prior to tax year 2013. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's records and that to the best of Seller's knowledge, no improvement, site or area, has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property. The covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder;

(b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay the following:

(i) The cost of all municipal services and public utility charges (if any) due through the Closing Date; and

(c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:

(i) The recording fees and any transfer and/or conveyance fees required for the purchase of the Property or for recording the General Warranty Deed;

(ii) Any costs incurred pursuant to Article 5 hereof; and

(iii) The fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(d) Brokers. Seller and Buyer hereby warrant and represent to each other that neither has engaged or dealt with any broker or agent in regard to this Agreement. Seller and Buyer hereby agree to indemnify and hold the other harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, attorneys' fees and costs of litigation) which either shall incur or be threatened with because of any claim of any broker or agent claiming through Seller or Buyer, whether or not meritorious, for any such fee or commission.

#### ARTICLE X WARRANTIES AND REPRESENTATIONS OF SELLER

10.01 Warranties and Representation. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (a) Seller has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (b) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;
- (c) Seller has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;
- (d) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (e) Through and until the Closing Date, Seller shall not enter into any easement, lease or other contract pertaining to the Property;
- (f) Seller shall not, without the prior written consent of Buyer, alter the natural topography and vegetation currently existing on, in or about the Property, including, but not limited to the cutting, burning or removal of any trees, removing any minerals or topsoil, dumping of any soil, fill or other matter, or altering the natural flow of any water courses located on the Property; and
- (g) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder. All representations and warranties set forth in this Article X shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements



delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

10.02 Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by Seller to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by Seller hereunder. In such event, Buyer may give written notice thereof and shall thereafter have the right to terminate this Agreement.

## ARTICLE XI RESTRICTIONS

11.01 Seller shall place restrictions in the deed to be used to convey the Property to Buyer. Said deed restrictions shall read as follows:

Grantee, its successors and assigns, in consideration of the execution and delivery of this deed, hereby covenants and agrees with and for the benefit of the Grantor, her heirs, devisees, successors and assigns, to hold said premises hereby conveyed, upon the following terms:

- (a) Said premises shall be used solely and exclusively for a Grove City Historical Landmark (Historical Museum and/or educational center); and
- (b) The premises, for a period of One Hundred (100) years, shall not be used for recreation or residential purposes, including single family home(s) or multi-family units; and
  - (i) The restriction in Section 11.01(b) shall not preclude a caretaker from residing on the premises.
  - (ii) The premises shall not be used for organized sports of any kind; and
  - (iii) The herein enumerated covenants and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and shall be binding in the Grantee and all persons claiming under it.

11.02 The City will have the ability to restore the premises and the structures to its original condition, to the extent possible considering safety concerns and financial implications, and maintain the site to that period.

## ARTICLE XII NOTICES

12.01 Notice Procedure. Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, hand delivery, or by nationally recognized overnight courier, and shall be deemed given when received or when receipt is refused, and shall be addressed to the parties as set forth on the first page of this Agreement. Copies of notices to Buyer shall be simultaneously provided to:

Buyer - City of Grove City:

Charles W. Boso, Jr.  
City Administrator  
4035 Broadway  
Grove City, Ohio 43123

With a copy to:

Stephen J. Smith  
Law Director  
One Columbus, Suite 2300  
10 West Broad Street  
Columbus, Ohio 43215-3484

Seller - Ruth V. Jividen

4124 Haughn Road  
Grove City, Ohio 43123

With a copy to:

Thomas R. Clark, Esq.  
3083 Columbus Street  
Grove City, OH 43123

### ARTICLE XIII GENERAL PROVISIONS

13.01 Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Ohio.

13.02 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties.

13.03 Time of Essence. Time is of the essence of this Agreement in all respects.

13.04 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

13.05 Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13.06 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

13.07 Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

13.08 Memorandum. Upon request of either party hereto, Buyer and Seller shall execute a recordable memorandum of the terms hereof, which memorandum may be placed of record in any public office within the county wherein the Property is situated.

13.09 Confidentiality. Buyer and Seller covenant to not disclose any part of this Agreement to anyone other than their attorneys, brokers, consultants, accountants, employees, lenders or others who have a reasonable need to know of its content.

(Rest of Page Left Intentionally Blank, Signature Page to Follow)

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first aforesaid.

**SELLER:**

Ruth V. Jividen / Ruth V. Jividen POA  
Ruth V. Jividen

**BUYER:**

The City of Grove City, Ohio  
an Ohio municipal corporation

By: \_\_\_\_\_  
Charles W. Boso, Jr.  
City Administrator

Approved as to Form:

\_\_\_\_\_  
Stephen J. Smith  
Law Director, City of Grove City

**CERTIFICATION OF FUNDS**

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

\_\_\_\_\_  
Michael Turner, Director of Finance

\_\_\_\_\_  
Date

C-07-14

**Property Report**

Generated on 02/25/14 at 09:27:20 AM

Parcel ID	Map Routing No	Card No	Location
040-000780-00	040-M086HH -014-00	1	4126 HAUGHN RD

GIS



**Disclaimer**

This drawing is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this drawing are notified that the public primary information source should be consulted for verification of the information contained on this drawing. The county and the mapping companies assume no legal responsibilities for the information contained on this drawing. Please notify the Franklin County GIS Division of any discrepancies.

The information on this web site is prepared for the real property inventory within this county. Users of this data are notified that the public primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.